

UNIFORM INSTRUCTIONS TO STANDARD AGREEMENT TO PROVIDE FOOD SERVICE FOR CHILD NUTRITION PROGRAMS (CNP)

The attached Standard Agreement to Provide Food Service may be used when the National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Care Snack (ASCS) and Summer Food Service Program (SFSP) local agency (sponsor) enters into an agreement with a food service provider (vendor) for the preparation, delivery or pick up of meals with or without milk or juice to be claimed for reimbursement under the NSLP/SBP/ASCS/SFSP. For this purpose, a “vendor” is defined as a merchandiser of complete meals, meal components or raw materials.

If the food service agreement is between two public agencies (i.e. a charter school and a public school district), you are allowed to use any customary form of contract or agreement used by the school district, if that form incorporates all the provisions set forth in 7 CFR 210, 215, 220, 225 and 250 of the federal regulations. You must still receive prior approval from ADE prior to execution of the agreement. Please contact the program office for more information.

The contract must be signed by both the sponsor and the vendor, and contain the requirements outlined in the federal regulations. No deletions of clauses or items will be allowed without the approval of the Arizona Department of Education (ADE)/Health and Nutrition Services Division. Additional clauses may be added to bring the contract into conformance with applicable State or local laws governing your agency. Either the sponsor or the vendor may add additional clauses. If an alternative format is used it must at a minimum, contain all the clauses in this agreement or it will not be accepted-**No Exceptions!**

The contract is effective after both parties sign it and ADE approves it for a period not to exceed one (1) year. A signed copy of the original contract must be submitted to ADE for approval prior to beginning food service operations. **NO FAXES-PLEASE!** A completed on-line application must also be approved to receive reimbursements for claims. If you have any questions about this please contact your assigned program specialist.

If the annual aggregate value of the food service agreement is \$33,689 or more (\$50,000 or more for Charter Schools), formal bid contracting procedures, as outlined in A.R.S. 15-213 A.1 and R7-2-1041 of the Arizona School District Procurement Code are required. However, if a charter is exempt from the procurement code they must still comply with the Federal procurement guidelines per 7 CFR 3016.36 (b-i). Please refer to CN Memo #35-05 dated February 16, 2005 for more information.

These guidelines require, among other provisions, that purchases over \$100,000 be conducted by a formal solicitation, and for purchases under \$100,000, price or rate quotations must be obtained from an adequate number of qualified sources. **Note:** The best practice is to obtain (3) written quotes from prospective vendors.

Documentation must be on file that the contracting procedures met the requirements for fair and open competition. See the Arizona Department of Education *Child Nutrition Programs Guidance Manual*, Section 10 <http://www.ade.az.gov/health-safety/cnp/nslp/> for more information on Procurement.

Charter schools should also follow the guidelines for competitive purchasing below the dollar limits required for sealed bids as outlined in the *Uniform System of Financial Records for Arizona Charter Schools* on pages VI-G-7 and 8. The current dollar limits for these bids are as follows:

- a. Schools should obtain oral price quotations from at least three (3) vendors for all purchases of at least \$5,000, but less than \$15,000.
- b. Schools should obtain written price quotations from at least three (3) vendors for all purchases of at least \$15,000, but less than \$50,000.

If you have any questions regarding the use of this agreement or need clarification on the regulatory requirements for contracting, please call the Health and Nutrition Administrative Services Officer at (602) 542-6208, or by email brian.walsh@azed.gov

Mailing address: Arizona Department of Education, 1535 W. Jefferson Ave. Bin #7, Phoenix, Arizona 85007.

The following is provided for informational purposes only to determine what is a fair and reasonable price per meal.

The following table represents the Federal Child Nutrition Programs reimbursement rates from July 1, 2005 through June 30, 2006 for free eligible only.

	Rate
Regular Breakfast Program	\$1.27
Severe Need Breakfast Program	\$1.51
National School Lunch Program*	\$2.34 or \$2.32
After School Care Snack Program	\$0.63

*Based on the percentage of free and reduced meals served in SY 03-04 ($\geq 60\%$ qualifies for higher rate and $< 60\%$ qualifies for lower rate)

The following table represents the average price charged pupils for a paid meal for different types of schools as of SY 05-06 as reported by schools.

	Breakfast	Lunch
Charters	\$1.10	\$2.12
Districts	\$0.89	\$1.62
All (includes charters, districts, BIA and private schools)	\$0.93	\$1.74

STANDARD AGREEMENT TO PROVIDE FOOD SERVICE

BETWEEN A SPONSOR AND A FOOD SERVICE VENDOR

This agreement ("Agreement") is entered into on **<insert date>** by and between **<insert name of school and CTD#>** ("Sponsor") and **<insert name of Food service Provider>** ("Vendor") for school breakfast and/or lunches.

BACKGROUND

Whereas, it is not within the capability of the Sponsor to prepare specified meals under the National School Lunch Program (NSLP); School Breakfast Program (SBP); After School Care Snack (ASCS); and Summer Food Service Program (SFSP) **<delete if not applicable>**.

Whereas, the facilities and capabilities of the Vendor are adequate to prepare and deliver specified meals to the Sponsor's facility (ies); and

Whereas, the Vendor is willing to provide such services to the Sponsor on a cost reimbursement basis.

Therefore, both parties agree as follows:

AGREEMENT

1. Vendor Responsibilities.

- 1.1. Food Services. The Vendor agrees to prepare specified meals for delivery **<insert inclusive or exclusive of milk or juice>** to the site specified in Paragraph 1.2 per the agreed upon menu planning option specified in Paragraph 1.6. The Sponsor has approved the menu, which is incorporated into this Agreement by this reference.
- 1.2. Service Site. For the purpose of this Agreement, the Vendor shall make and deliver meals that comply with the NSLP/SBP/ASCS/SFSP **<delete if not applicable>** and this Agreement to the food service site at the following location(s):
- 1.3. Delivery Requirements. The Vendor shall make deliveries of the meals within the hours and on the days designated below. The Vendor shall make deliveries only to the authorized Site at the following day(s) and time(s).
- 1.4. Price. Vendor's price for each meal(s) is \$_____, **<insert price(s) here>** based on the written estimate of meals needed that the Sponsor provides, except as provided in Paragraph 1.9.
- 1.5. Menu Preparation and Approval. Vendor shall provide the Sponsor, for approval, a proposed 21-days cycle menu for the operational period, at least **<insert number>** business days prior to the beginning of the period to which the menu applies. Any changes to the menu made after Sponsor approval must be agreed upon by the Sponsor and documented on the menu records. Menu items may be adjusted in writing by the mutual consent of both parties. However, the Vendor shall adjust the menus at the request of the Sponsor whenever the Sponsor determines certain items to be unacceptable. Such items can be determined to be unacceptable because of (1) a monotonous diet resulting from items served frequently or the similarity to other items; (2) the nutritional needs of the students; (3) susceptibility to spoilage; and (4) excessive waste resulting from unpopularity of items with students. Such adjustments shall be made at the earliest convenience of both parties, but in no instance later than one week after request except that in

the case of spoilage adjustment shall be made in such a manner that the children in attendance on the day spoilage is discovered shall receive acceptable meals meeting meal requirements.

- 1.6. Food Preparation. Vendor shall assure that each meal provided to the Sponsor under this Agreement meets the minimum requirements as to the nutritional content as specified by the approved NSLP Meal Planning Option. This includes the Nutrition Standards set forth in Title 7 Code of Federal Regulations (CFR) Section 210.10 and the Arizona Nutrition Standards pursuant to Arizona Revised Statute 15-242 effective July 1, 2006. The menu planning option being used is **<Insert menu type here>**.
- 1.7. Recordkeeping. Vendor shall maintain full and accurate records/production worksheets that document: (1) the menus provided to the Sponsor during the term of this Agreement, (2) a listing of all components of each meal, and (3) an itemization of the quantities and portion sizes of each component used to prepare each meal. The Vendor agrees to provide lunch preparation documentation by using yield factors for each food item as listed in the United States Department of Agriculture ("USDA") Food Buying Guide when calculating and recording the quantity of food prepared for each meal. Vendor shall also maintain and make available:
 - 1.7.1. Recipes, nutrition facts labels, and any necessary child nutrition (CN) labels or product specification sheets related to the menus served;
 - 1.7.2. Such cost records as invoices, receipts or other documentation that exhibit the purchase, or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records;
 - 1.7.3. On a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the Sponsor. Meal count documentation must include the number of meals requested by the Sponsor in writing.
- 1.8. Estimates. Vendor shall allow the Sponsor to increase or decrease the number of meal orders, as needed, when the request is made within **<insert number>** hours of the scheduled delivery time.
- 1.9. Invoicing. Vendor shall present to the Sponsor an invoice accompanied by reports no later than the **<insert number>** day of each month which itemizes the previous month's delivery. The Vendor agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this Agreement. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the Sponsor for any excess costs the Sponsor incurs by obtaining meals from another source.
- 1.10. Certifications. Vendor shall provide the Sponsor with a copy of current health certifications for the food service facility in which it prepares meals for NSLP/SBP/ASCS/SFSP **<delete if not applicable>**. The Vendor also agrees to notify the Sponsor of the results of any health inspection that is made during the duration of this Agreement. The Vendor shall maintain proper sanitation practices and health standards in conformance with all applicable State and local laws and regulations. The Vendor shall assure that wholesome ingredients are used and that all food is properly stored, prepared, packaged, and transported. In addition, any substance that the food contacts or which is used in conjunction with the food shall be so handled as to assure that it does not become contaminated.
- 1.11. Record Retention. Vendor shall retain all records related to this Agreement in its possession for three (3) years after the expiration of the Agreement. Upon request make all accounts and records pertaining to the Agreement available to the certified public accountant hired by the Sponsor, representatives of the Arizona Department of Education (ADE), USDA, the US General

Accounting Office, and the USDA Office of Inspector General ("OIG") for audits or administrative reviews at a reasonable time and place.

1.12. Subcontracting. Vendor shall not subcontract any portion of this Agreement.

1.13. Commodities. **<delete if not applicable>** Vendor agrees to accept commodities from the Sponsor. These commodities will only be used in the preparation of meals provided for the NSLP/SBP/ASCS/SFSP **<delete if not applicable>**. A perpetual inventory record shall be maintained and submitted to the Sponsor on a monthly basis. The Vendor shall reduce the price of the meals by the assessed value of commodities established by USDA for the current school year. Price reductions shall be itemized on the invoice as a credit to the Sponsor. Freight charges or excess storage fees may be included as an additional charge if payable by the Vendor. All commodities shall be the property of the Sponsor until used.

2. Sponsor Responsibilities.

2.1. Unacceptable Meal. Sponsor shall be responsible for informing the Vendor of its reasons for determining that a meal is unacceptable in writing within forty-eight (48) hours.

2.2. Meal Estimates. Sponsor shall provide in writing, no later than **<insert date and time>** before the first day of operation, a reasonably accurate estimate of the number of meals to be delivered to Sponsor each day. The Sponsor shall notify the Vendor in writing of necessary increases or decreases in the number of meal orders within **<insert number>** hours of the scheduled delivery time. Errors in meal order counts made by the Sponsor shall be the sole responsibility of the Sponsor.

2.3. Sponsor Representative Duties. Sponsor shall ensure that a Sponsor representative is available at each delivery site, at the specified time on each specified delivery day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of each meal delivery. The Sponsor assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of the NSLP/SBP/ASCS/SFSP **<delete if not applicable>** and with local health and safety codes.

2.4. Cleaning. Sponsor shall be responsible for cleaning the eating areas daily.

2.5. Approval of Menus. Sponsor shall notify the Vendor in writing within **<insert number>** days of receipt of the next month's proposed cycle menu, of any changes, additions or deletions.

2.6. NSLP Compliance. Sponsor shall assure that the Vendor has a copy of 7 CFR Part 210.10, the Meal Planning Option that is to be followed; and the USDA Team Nutrition Menu Planner and Food Buying Guide; the Arizona Nutrition Standards pursuant to Arizona Revised Statute 15-242 effective July 1, 2006; and all other technical assistance materials pertaining to the food service requirements of the NSLP/SBP/ASCS/SFSP **<delete if not applicable>**. The Sponsor will, within 24 hours of receipt from the ADE/Health & Nutrition, advise the Vendor of any changes in the food service requirements.

2.7. Payment. Sponsor shall pay the Vendor by the **<insert number>** day of each month the full amount as presented on the monthly itemized invoice. The Sponsor shall notify the Vendor within 48 hours of receipt of any discrepancy in the invoice. The Sponsor shall pay the Vendor for all meals delivered in accordance with the agreement. **Neither ADE nor USDA will assume any liability for payment of the difference between the number of meals prepared and delivered by the Vendor and the number of meals served by the Sponsor that are eligible for reimbursement. In addition, neither ADE nor USDA will be responsible for resolving issues of partial or non-payment per the terms of this agreement.**

- 2.8. Commodities. ~~<delete if not applicable>~~ Sponsor shall only order those commodities that can be incorporated into the meals. The Sponsor shall be responsible for transferring all unused commodities at the close of the NSLP/SBP/ASCS/SFSP ~~<delete if not applicable>~~. The Sponsor is responsible for the fair market value of any commodity losses that may occur. The Sponsor is responsible for the oversight of vendor acceptance and use of commodities including proper storage and crediting of commodities on the invoices. The Sponsor will be responsible for any freight charges or excess storage fees assessed.

3. General Terms.

- 3.1. Employment. The Vendor shall comply with all applicable Federal, State, and local laws and regulations pertaining to wages, hours, conditions of employment, and nondiscrimination in employment, 7 CFR Section 3016.36 (i)(3). USDA is an Equal Opportunity Provider and Employer.
- 3.2. Payroll Taxes and Costs. The Vendor shall pay its employees directly and shall withhold and pay all applicable federal and state employment taxes and payroll insurance with respect to its employees, including an applicable income, social security, Medicare and employment taxes and workers compensation costs.
- 3.3. Indemnity.
- 3.3.1. The Vendor shall indemnify, defend and hold the Sponsor harmless against any loss of damage (including attorney's fees and costs of litigation) caused by the Vendor's negligent act or omission, theft by the Vendor's employees, or the negligent or intentional acts or omissions of the Vendor's agents or employees. The Vendor shall defend any suit against the Sponsor alleging personal injury or property damage arising out of the transportation of meals or other items to the Site(s) or out of the acts of the Vendor's employees, and any suit alleging bodily injury, sickness, or disease arising out of the consumption of the meals delivered by the Vendor to the Food Service Site(s), and shall be liable for any damages agreed to by the parties or awarded as a result of such litigation.
- 3.3.2. The Sponsor shall promptly notify the Vendor in writing of any claims against the Vendor or the Sponsor and, in the event a suit is filed, shall promptly forward to the Vendor all papers in connection therewith. The Vendor shall not incur any expense or make any settlement without the Sponsor's consent. However, if the Vendor refuses or neglects to defend any such suit, the Sponsor may defend, adjust, or settle any such claim, and the costs of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the Vendor.
- 3.4. Agreement Modification; Nonperformance or Default.
- 3.4.1. This Agreement constitutes the entire understanding between the Vendor and the Sponsor with respect to the subject matter hereof and there is no other written or oral understandings or agreements with respect hereto. No variation or modification of the Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Sponsor and the Vendor. No assignment or transfer of this Agreement may be made, in whole or in part, without the prior written consent of the Sponsor.
- 3.4.2. The Sponsor may, upon written notice of default to the Vendor, terminate the whole or any part of this Agreement in any one of the following circumstances:

- 3.4.2.1. If the Vendor fails to make delivery of meals, other agreed upon items (i.e. eating utensils, supplies, storage equipment), or to perform the services within the time specified herein.
- 3.4.2.2. If the Vendor fails to perform any of the other provisions of this Agreement in accordance with its terms and does not correct such failure within 48 hours after requested to do so.
- 3.5. Duration and Termination. This Agreement shall become effective **<insert date>** after both parties sign it and ADE approves it. The Vendor shall provide meals during the period starting on the Effective Date and ending on **<insert date>**. However, either party may, at any time during the life of this Agreement, terminate this Agreement by giving thirty (30) days notice in writing to the other party of its intention to do so. The Sponsor may terminate this Agreement upon written notice if Vendor fails to fully comply with the terms and conditions. All notices to the Sponsor shall be addressed to the Sponsor at the address listed on the signature page, and all notices to the Vendor shall be addressed to the Vendor at the address listed on the signature page.
- 3.6. Audit. The Sponsor shall have the right, at its expense, to inspect the books and records of Vendor to verify its performance and expenses submitted under this Agreement. Inspection shall take place during normal business hours at Vendor's place of business.
- 3.7. Applicable Law. The law of the State of Arizona shall govern this Agreement.
- 3.8. Cancellation. The Sponsor may cancel this Agreement under Arizona Revised Statutes §38-511 (Cancellation for conflict of interest - <http://www.azleg.state.az.us/ars/38/00511.htm>) for a violation of that statute. This notice complies with the requirements of that statute.
- 3.9. Termination without Cause. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other of such party's intention to terminate this Agreement.
- 3.10. Unavailability of Funds. The Sponsor may terminate this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the program that is the subject of this Agreement. The Sponsor shall give the Vendor prompt written notice after it knows that funding will not be available.
- 3.11. Non-Discrimination. Vendor shall not illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion. Vendor agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action and equal employment opportunity.
- 3.12. Workers Compensation. Vendor shall maintain a system of coverage for workers compensation in conformance with applicable state law covering all of its employees who may be employed in connection with food service provided to the Sponsor.
- 3.13. Insurance. Vendor shall maintain during the term of this Agreement insurance policies described below issued by companies licensed in Arizona with a current A.M. Best rating of A: VIII or better. The Vendor shall also name the Sponsor as additionally insured under the liability policy for the duration of the contract. And upon request, the Vendor will provide the Sponsor with a certificate evidencing such insurance coverage.
- 3.13.1. Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this Agreement; and

3.13.2. Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Vendor's owned, hired, and non-owned vehicles.

3.14 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

3.15 Construction and Effect. A waiver of any failure under this agreement shall neither be construed as, nor constitute a waiver of, any subsequent failure. This agreement supersedes all prior negotiations, representations, or agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendixes referred to herein are made part of this agreement by the respective references to them. This agreement may be executed in several counterparts, each of which shall be deemed an original.

3.16 Amendments to the Agreement. The parties cannot alter any provision in this agreement that is required by any law, rule or regulation. The parties cannot otherwise amend or alter this agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the agreement. The parties must mutually agree, in a written document signed by both parties and attached to this agreement, amend, add, or delete an Article or Appendix. Any amendment to this agreement shall become effective at the time specified in the amendment.

For the Sponsor:

For the Vendor:

Name and Title of Representative

Name and Title of Representative

Signature

Signature

Mailing Address, Street/PO Box

Mailing Address, Street/PO Box

Mailing Address, City, State, Zip Code

Mailing Address, City, State, Zip Code

Telephone

Telephone

Email

Email

Date

Date

Traditional Meal Pattern Lunch					
Minimum Quantities					
	Preschool		Grades K-3	Grades 4-12 ¹	Recommended Quantities Grades 7-12 ²
<i>Meal Component</i>	Ages 1-2 (Group I)	Ages 3-4 (Group II)	Age 5 & 8 (Group III)	Age 9 & over (Group IV)	Age 12 & Over (Group V)
Milk (as a beverage)	3/4 cup (6 fl. oz.)	3/4 cup (6 fl. oz.)	1/2 pint (8 fl. oz.)	1/2 pint (8 fl. oz.)	1/2 pint (8 fl. oz.)
Meat/Meat Alternate (quantity of the edible portion as served) A serving of one of the following or a combination to give an equivalent quality: Lean meat, poultry, or fish (edible portion as served) Cheese Large egg(s) Cooked dry beans or peas Peanut butter or soy nut or other nut or seed butter Yogurt The following may be used to meet no more than 50% of the requirement and must be used in combination with any of the above: Peanuts or soy nuts or tree nuts or seed or an equivalent quality of any combination of the above meat/meat alternate	 1 oz. 1 oz. 1/2 1/4 cup 2 Tbsp. 4 oz. 1/2 oz.=50%	 1 1/2 oz. 1 1/2 oz. 3/4 3/8 cup 3 Tbsp. 6 oz. 3/4 oz.=50%	 1 1/2 oz. 1 1/2 oz. 3/4 3/8 cup 3 Tbsp. 6 oz. 3/4 oz.=50%	 2 oz. 2 oz. 1 1/2 cup 4 Tbsp. 8 oz. 1 oz.=50%	 3 oz. 3 oz. 1 1/2 3/4 cup 6 Tbsp. 12 oz. 1 1/2 oz.=50%
Vegetable/Fruit (2 different sources) 2 or more servings of vegetable or fruit or both to total	 1/2 cup	 1/2 cup	 1/2 cup	 3/4 cup	 3/4 cup
Grains/Breads ³ Must be enriched or whole grain. A serving is a slice of bread or an equivalent serving of biscuits, rolls, etc., or 1/2 cup of cooked rice, macaroni, noodles, other pasta products or cereal grains	 5 per week (minimum 1/2 serving per day)	 8 per week (minimum one serving per day)	 8 per week (minimum one serving per day)	 8 per week (minimum one serving per day)	 10 per week (minimum one serving per day)

¹Group IV is the one meal pattern which will satisfy all requirements if no portion size adjustments are made.

²Group V specifies recommended, not required, quantities for students 12 years and older. These students may request smaller portions, but not smaller than those specified in Group IV.

³Minimum portion sizes and revised recipe calculations for grains/breads in Appendix II.

[illegible]

Minimum Quantities	
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	Required				Option
Meal Component	Ages 1-2	Preschool	Grades K-6	Grades 7-12	Grades K-3
Milk (as a beverage)	1/4 cup (6 fl. oz.)	3/4 cup (6 fl. oz.)	1/2 pint (8 fl. oz.)	1/2 pint (8 fl. oz.)	1/2 pint (8 fl. oz.)
Meat/Meat Alternate (quantity of the edible portion as served) A serving of one of the following or a combination to give an equivalent quality: Lean meat, poultry or fish Cheese Large egg Cooked dry beans or peas Peanut butter or other nut or seed butters Yogurt The following may be used to meet no more than 50% of the requirement and must be used in combination with any of the above: Peanuts, soy nuts, tree nuts or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternate					
	1 oz.	1 ½ oz.	2 oz.	2 oz.	1 1/2 oz.
	1 oz.	1 ½ oz.	2 oz.	2 oz.	1 1/2 oz.
	1/2	¾	1	1	3/4
	1/4 cup	3/8 cup	1/2 cup	1/2 cup	3/8 cup
	2 Tbsp.	3 Tbsp.	4 Tbsp.	4 Tbsp.	3 Tbsp.
	4 oz.	6 oz.	6 oz.	8 oz.	6 oz.
	1/2 oz.=50%	3/4 oz.=50%	1 oz.=50%	1 oz.=50%	3/4 oz.=50%
Vegetable/Fruit (2 different sources) 2 or more servings of vegetables or fruits or both to total	1/2 cup	1/2 cup	3/4 cup plus extra 1/2 cup over a week ¹	1 cup	3/4 cup
Grains/Breads ³ Must be enriched or whole grain. A serving is a slice of bread or an equivalent serving of biscuits, rolls, etc., or 1/2 cup of cooked rice, macaroni, noodles, other pasta products or cereal grains	5 servings per week ¹ Minimum of 1/2 per day ²	8 servings per week ¹ Minimum of 1 per day ²	12 servings per week ¹ Minimum of 1 per day ²	15 servings per week ¹ Minimum of 1 per day ²	10 servings per week ¹ Minimum of 1 per day ²

¹For the purpose of this chart, a week equals five days.

²Up to one grains/breads serving per day may be a dessert.

³Minimum portion sizes and revised recipe calculations for grains/breads

Traditional and Food Based Meal Pattern Breakfast				
Minimum Quantities				
<i>Meal Component</i>	Ages 1-2	Preschool	Grades K-12	Grades 7-12
Milk (Fluid) (As a beverage, on cereal or both)	1/2 cup	3/4 cup	8 fl. oz.	8 fl. oz.
Juice/Vegetable/Fruit Fruit and/or vegetable; or full-strength fruit juice or vegetable juice	1/4 cup	1/2 cup	1/2 cup	1/2 cup
Select <i>one</i> serving from each of the following components or <i>two</i> from one component				
Grains/Breads One of the following or an equivalent combination: Whole grain or enriched bread Whole grain or enriched biscuit/roll, muffin, etc. Whole grain or enriched or fortified cereal (if using option for grades 7-12, an additional serving of the grains/breads must be served daily)	1/2 slice 1/2 serving 1/4 cup or 1/3 oz.	1/2 slice 1/2 serving 1/3 cup or 1/2 oz.	1 slice 1 serving 3/4 cup or 1 oz.	1 slice 1 serving 3/4 cup or 1 oz.
Meat/Meat Alternate Meat, poultry or fish Cheese Large egg Cooked dry beans and peas Peanut butter or other nut or seed butters Nut and/or seeds (as listed in program guidance) ¹	1/2 oz. 1/2 oz. 1/2 2 Tbsp. 1 Tbsp. 1/2 oz.	1/2 oz. 1/2 oz. 1/2 2 Tbsp. 1 Tbsp. 1/2 oz.	1 oz. 1 oz. 1/2 4 Tbsp. 2 Tbsp. 1 oz.	1 oz. 1 oz. 1/2 4 Tbsp. 2 Tbsp. 1 oz.

¹ No more than 1 oz. of nuts and/or seeds may be served in any one meal.

NuMenus and Assisted NuMenus

Main Points

Overview

NuMenus and Assisted NuMenus are menu planning methods which are based upon the analysis of nutrients in the foods offered. Meals must be formulated to meet the required nutrition goals. The nutritional analysis is performed using a computer and USDA-approved software. The software incorporates a national nutrient database which is tailored for the National School Lunch Program and School Breakfast Program.

Nutritional Analysis

- All foods served, including condiments, are considered in the analysis.
- The nutritional analysis is based on menus averaged over a one-week period.
- Breakfast menus may be averaged with lunch menus or they may be analyzed separately.
- A weighted nutrient analysis method may be used. Weighted nutrient analysis gives more weight to the nutrients in the foods that are more frequently selected.

Required Grade/Groups.

- | | |
|------------------------|----------------|
| • Grade Groups: | • Age Groups: |
| • Preschool | • Ages 3 - 6 |
| • Grades K - 6 | • Ages 7 - 10 |
| • Grades 7 - 12 | • Ages 11 - 13 |
| • Optional group K - 3 | • Ages 14 - 17 |

Meal Requirements

- Lunch - A minimum of 3 menu items must be offered
- Entree
- Side dish
- Milk
- Breakfast - A minimum of 3 menu items must be offered
- Only milk is specified
- Any two other items

Contents of Snacks for After School Care Programs

Snacks served under this provision must meet the following meal pattern requirements for snacks.

Snack (supplement) for children	Ages 1 and 2	Ages 3 through 5	Ages 6 through 18
Snack: (select 2 of these 4 components)			
1. Milk, fluid	½ cup	½ cup	1 cup
2. Vegetable, fruit, or 100% full-strength juice***	½ cup	½ cup	¾ cup
3. Grains/Breads (whole grain or enriched):			
Bread	½ slice	½ slice	1 slice
or cornbread, rolls, muffins, or biscuits	½ serving	½ serving	1 serving
or cold dry cereal (volume or weight, whichever is less)	¼ cup or ⅓ oz	⅓ cup or ½ oz	¾ cup or 1 oz
or cooked cereal, pasta, noodle products, or cereal grains	¼ cup	¼ cup	½ cup
4. Meat or meat alternates:			
Lean meat, fish or poultry (edible portion as served)	½ oz	½ oz	1 oz
or cheese*	½ oz	½ oz	1 oz
or egg or yogurt	½ egg or ¼ c	½ egg or ¼ c	1 egg or ½ c
or cooked dry beans or peas**	⅓ cup	⅓ cup	¼ cup
or peanut butter, soy nut butter or other nut or seed butters	1 Tbsp	1 Tbsp	2 Tbsps
or peanuts, soy nuts, tree nuts or seeds	½ oz	½ oz	1 oz
or an equivalent quantity of any combination of the above meat/meat alternates			

* Natural or Processed only.

** In the same meal service, dried beans or dried peas may be used as a meat alternate **or** as a vegetable; however, such use does **not** satisfy the requirement for both components.

*** Juice may not be served when milk is served as the other component.

We recommend that schools offer larger portions for older children (ages 13-18) based on their greater food energy requirements.

21-DAY BREAKFAST MENU

Monday	Tuesday	Wednesday	Thursday	Friday
Rice Krispy Cereal Cheese Toast Fresh Banana Apple Juice Milk – 1% Low fat	Blueberry Muffin Applesauce w/ Cinnamon Raisins Grape Juice Milk – 1% Low fat	Cheerios Whole Wheat Toast w/ Peanut Butter Fresh Grapes Orange Juice Milk – 1% Low fat	Pancakes w/ Syrup Sausage Links Apple Juice Milk – 1% Low fat	Cinnamon-Raisin Biscuit Orange Smiles Grape Juice Jelly Milk – 1% Low fat
Jumbo Waffle (2) w/Syrup Fresh Banana Grape Juice Milk – 1% Low fat	Frosted Mini Wheat Cereal Cheese Toast Pineapple Chunks Orange Juice Milk – 1% Low fat	Oatmeal w/ Cinnamon Whole Wheat Toast & Jelly Raisins Grape Juice Milk – 1% Low fat	Breakfast Burrito w/ Salsa Fresh Grapes Apple Juice Milk – 1% Low fat	Cheerios Whole Wheat Toast w/ Peanut Butter <u>Fresh Banana</u> Orange Juice Milk – 1% Low fat
Honey Nut Cheerios Muffin Squares Orange Smiles <u>Apple Juice</u> Milk – 1% Low fat	Baked French Toast Strips w/ Syrup Peaches Grape Juice Milk – 1% Low fat	Bagel w/ Melted Cheese Fresh Grapes Orange Juice Milk – 1% Low fat	Yogurt w/ Granola Fresh Apple Slices <u>Grape Juice</u> Milk – 1% Low fat	Ham & Egg Breakfast Burrito w/ Salsa Hash Browns Orange Smiles Apple Juice Milk – 1% Low fat
Sausage & Biscuit Orange Smiles Apple Juice Milk – 1% Low fat	Cornflakes Cereal Whole Wheat Toast & Jelly Banana Grape Juice Milk – 1% Low fat	Jumbo Waffle (2) w/Syrup <u>Pineapple Chunks</u> <u>Orange Juice</u> Milk – 1% Low fat	Pancakes (2) w/Syrup <u>Fresh Apple Slices</u> Grape Juice Milk – 1% Low fat	Golden Grahams Cereal Whole Wheat Toast & Jelly Canned Peaches <u>Apple Juice</u> Milk – 1% Low fat
Rice Krispy Cereal Cheese Toast Grapes <u>Orange Juice</u> Milk – 1% Low fat				

21-Day Breakfast Menu Week 1

Day	Menu	Portions	USDA Recipe Number
Monday	Rice Krispy Cereal Cheese Toast Fresh Banana Apple Juice Milk – 1% Low fat	$\frac{3}{4}$ cup 1 slice whole wheat bread 1 oz mozzarella, part skim 1 each 4 fl oz half pint	
Tuesday	Blueberry Muffin Applesauce w/ Cinnamon Raisins Grape Juice Milk – 1% Low fat	3.6 oz (2 bread servings) $\frac{1}{2}$ cup 1 tsp. $\frac{1}{4}$ cup 4 fl oz half pint	
Wednesday	Cheerios Whole Wheat Toast w/ Peanut Butter Fresh Grapes Orange Juice Milk – 1% Low fat	$\frac{3}{4}$ cup 1 slice 1 oz $\frac{1}{2}$ cup 4 fl oz half pint	
Thursday	Pancakes* w/ Syrup Sausage Links Apple Juice Milk – 1% Low fat	2 each 1 oz 1 oz 4 fl oz half pint	B-13
Friday	Cinnamon-Raisin Biscuit Orange Smiles (Slices) Grape Juice Jelly Milk – 1% Low fat	2 oz $\frac{1}{2}$ orange each 4 fl oz 1 Tbsp. half pint	

21-Day Breakfast Menu Week 2

Day	Menu	Portions	USDA Recipe Number
Monday	Jumbo Waffle (2) w/Syrup Fresh Banana Grape Juice Milk – 1% Low fat	1.25 oz each, 2.5 oz total 2 oz 1 each 4 fl oz half pint	
Tuesday	Frosted Mini Wheat Cereal Cheese Toast Pineapple Chunks Orange Juice Milk – 1% Low fat	$\frac{3}{4}$ cup 1 slice whole-wheat bread 1 oz cheddar, red-fat $\frac{1}{2}$ cup 4 fl oz half pint	
Wednesday	Oatmeal w/Cinnamon Whole Wheat Toast & Jelly Raisins Grape Juice Milk – 1% Low fat	$\frac{1}{2}$ cup 1 tsp. 1 slice 1 Tbsp. $\frac{1}{4}$ cup 4 fl oz half pint	
Thursday	Breakfast Burrito* w/ Salsa Fresh Grapes Apple Juice Milk – 1% Low fat	1 burrito 1 oz $\frac{1}{4}$ cup 4 fl oz half pint	J-2
Friday	Cheerios Whole Wheat Toast w/ Peanut Butter <u>Fresh Banana</u> Orange Juice Milk – 1% Low fat	$\frac{3}{4}$ cup 1 slice 1 oz 1 each 4 fl oz half pint	

21-Day Breakfast Menu Week 3

Day	Menu	Portions	USDA Recipe Number
Monday	Honey Nut Cheerios Muffin Squares* Orange Smiles (Slices) Apple Juice Milk – 1% Low fat	$\frac{3}{4}$ cup 1 each $\frac{1}{2}$ orange each 4 fl oz half pint	B-12
Tuesday	Baked French Toast Strips* w/ Syrup Peaches Grape Juice Milk – 1% Low fat	2 pieces 1 oz $\frac{1}{2}$ cup 4 fl oz half pint	J-3
Wednesday	Bagel w/ Melted Cheese Fresh Grapes Orange Juice Milk – 1% Low fat	1 serving (25 grams) 1 oz cheddar, red-fat $\frac{1}{2}$ cup 4 fl oz half pint	
Thursday	Yogurt w/ Granola* Fresh Apple Slices Grape Juice Milk – 1% Low fat	8 oz $\frac{1}{4}$ cup $\frac{1}{2}$ apple each 4 fl oz half pint	J-1
Friday	Ham & Egg Breakfast Burrito* w/ Salsa Hash Browns Orange Smiles (Slices) Apple Juice Milk – 1% Low fat	1 burrito 1 oz $\frac{1}{4}$ cup $\frac{1}{2}$ orange each 4 fl oz half pint	

21-Day Breakfast Menu Week 4

Day	Menu	Portions	USDA Recipe Number
Monday	Sausage & Biscuit* Orange Smiles (Slices) Apple Juice Milk – 1% Low fat	1 oz 1 each ½ orange each 4 fl oz half pint	B-4
Tuesday	Cornflakes Cereal Whole Wheat Toast & Jelly Banana Grape Juice Milk – 1% Low fat	¾ cup 1 slice 1 Tbsp. 1 each 4 fl oz half pint	
Wednesday	Jumbo Waffle (2) w/Syrup <u>Pineapple Chunks</u> <u>Orange Juice</u> Milk – 1% Low fat	1.25 oz each, 2.5 oz total 2 oz ½ cup 4 fl oz half pint	
Thursday	Pancakes (2) w/Syrup <u>Fresh Apple Slices</u> Grape Juice Milk – 1% Low fat	2 each 1 oz ½ apple each 4 fl oz half pint	B-13
Friday	Golden Grahams Cereal Whole Wheat Toast & Jelly Canned Peaches <u>Apple Juice</u> Milk – 1% Low fat	¾ cup 1 slice 1 Tbsp. ½ cup 4 fl oz half pint	

21-Day Breakfast Menu Week 5

Day	Menu	Portions	USDA Recipe Number
Monday	Rice Krispy Cereal Cheese Toast Grapes Orange Juice Milk – 1% Low fat	$\frac{3}{4}$ cup 1 slice whole wheat bread 1 oz cheddar cheese, red-fat $\frac{1}{2}$ cup 4 fl oz half pint	
Tuesday			
Wednesday			
Thursday			
Friday			

21-DAY LUNCH MENU

Monday	Tuesday	Wednesday	Thursday	Friday
Chicken Pattie on a Bun Lettuce & Tomato Mustard Carrot & Celery Sticks Canned Pears Milk 1% Chocolate 1% Low fat	Nachos with Ground Beef Shredded Lettuce & Diced Tomato Salsa Mixed Vegetables Corn Muffin Milk 1% Chocolate 1% Low fat	Spaghetti with Marinara Hot Cheese Bread Tossed Salad w/ Ranch Fruit Cocktail Chocoleana Cake Milk 1% Chocolate 1% Low fat	Pinto Beans w/ Shredded Cheese Tortilla Chips & Salsa Corn Muffin Fresh Grapes Milk 1% Chocolate 1% Low fat	Hamburger on a Bun Lettuce & Tomato Ketchup & Mustard Mexicali Corn Fresh Apple Slices Royal Brownie Milk 1% Chocolate 1% Low fat
Chicken Tomato Bake Peas & Carrots Fresh Orange Slices Chocolate Chip Cookie Milk 1% Chocolate 1% Low fat	Corn Dog Carrot & Celery Sticks Fresh Grapes Royal Brownie Milk 1% Chocolate 1% Low fat	Beef Taco Salsa Refried Beans Spanish Rice Canned Peaches Milk 1% Chocolate 1% Low fat	Grilled Cheese Sandwich Tossed Salad w/ Ranch Chilled Applesauce Marinated Black Bean Salad Milk 1% Chocolate 1% Low fat	Chicken Nuggets w/ BBQ Sauce Breadsticks Oven Baked French Fries Pineapple Chunks Ketchup Milk 1% Chocolate 1% Low fat
Hamburger on a Bun Lettuce & Tomato Ketchup & Mustard Oven Baked French Fries Fresh Apple Slices Peach Cobbler Milk 1% Chocolate 1% Low fat	Beef Tostada Refried Beans Spanish Rice Fresh Oranges Slices Milk 1% Chocolate 1% Low fat	Chicken Nuggets w/ BBQ Sauce Fresh Wheat Roll Carrot Sticks Canned Pears Milk 1% Chocolate 1% Low fat	Cheese Pizza Tossed Salad w/ Ranch Fresh Grapes Breadsticks Milk 1% Chocolate 1% Low fat	Macaroni and Cheese Tossed Salad w/ Ranch Fruit Cocktail Blueberry Muffin Milk 1% Chocolate 1% Low fat
Spaghetti with Meat Sauce Hot Garlic Bread Green Beans Chocoleana Cake Milk 1% Chocolate 1% Low fat	Bar B Que Beef on a Roll Corn Mashed Potatoes Peach Cobbler Milk 1% Chocolate 1% Low fat	Chicken Pattie on a Bun Lettuce & Tomato Mustard Chili and Green Bean Casserole Fresh Orange Slices Milk 1% Chocolate 1% Low fat	Chili Mac Tossed Salad w/ Ranch Fresh Baked Potato Crackers Milk 1% Chocolate 1% Low fat	Bean Burrito Mixed Vegetables Pineapple Chunks Chocolate Chip Cookies Milk 1% Chocolate 1% Low fat
Chicken Tetrizzini Breadsticks, Green Beans Fresh Apple, Peach Cobbler Milk, 1% Chocolate 1% Low fat				

21-Day Lunch Menu Week 1

Day	Menu	Portions	USDA Recipe Number
Monday	Chicken Pattie Hamburger Bun Lettuce & Tomato Mustard Carrot & Celery Sticks Canned Pears Milk 1% Chocolate 1% Low fat	2 oz cooked meat 1 bread serving (25 grams) 1 leaf, 2 slice 1 packet ¼ cup each, ½ cup total ½ cup half pint	
Tuesday	Nachos with Ground Beef* Shredded Lettuce Diced Tomato Salsa Mixed Vegetables Corn Muffin Milk 1% Chocolate 1% Low fat	1 serving (2 oz cooked meat, 1 bread serving) ¼ cup ¼ cup 2 oz ½ cup 1 ½ oz half pint	D-28
Wednesday	Spaghetti Noodles Marinara, spaghetti sauce Hot Cheese Bread Tossed Salad w/ Ranch* Fruit Cocktail Chocoleana Cake* Milk 1% Chocolate 1% Low fat	2 oz noodles 1 ¼ oz sauce 1 slice garlic bread 1 oz cheddar, red-fat 1 oz mozzarella, part skim ½ cup 1 Tbsp. ¼ cup 1 serving half pint	E-19 C-31
Thursday	Pinto Beans w/ Shredded Cheese Tortilla Chips & Salsa Corn Muffin Fresh Grapes Milk 1% Chocolate 1% Low fat	½ cup 1 oz cheddar, red-fat 1 oz 2 oz 1 ½ oz ¼ cup half pint	
Friday	Hamburger Patty Hamburger Bun Lettuce & Tomato Ketchup & Mustard Mexicali Corn* Fresh Apple Slices Royal Brownie* Milk 1% Chocolate 1% Low fat	2 oz cooked meat 1 bread serving (25 grams) 1 leaf, 2 slices 1 packet each ½ cup ½ apple each 1 piece half pint	I-12 C-21

21-Day Lunch Menu Week 2

Day	Menu	Portions	USDA Recipe Number
Monday	Chicken Tomato Bake* Peas & Carrots Fresh Orange Slices Chocolate Chip Cookies* Milk 1% Chocolate 1% Low fat	2 cup (2 meat servings, ½ cup vegetable, 2 bread servings) ¼ cup ¼ orange each 1 cookie half pint	D-41 C-9
Tuesday	Corn Dog Carrot & Celery Sticks Fresh Grapes Royal Brownie* Milk 1% Chocolate 1% Low fat	1 each (2 meat servings, 1 bread serving) ¼ cup each, ½ cup total ½ cup 1 piece half pint	C-21
Wednesday	Beef Taco* Salsa Refried Beans Spanish Rice* Canned Peaches Milk 1% Chocolate 1% Low fat	2 each (2 oz cooked meat, ½ cup vegetable, 1 bread) 2 oz ¼ cup ½ cup ½ cup half pint	D-13 B-17
Thursday	Grilled Cheese Sandwich Tossed Salad w/ Ranch* Chilled Applesauce Marinated Black Bean Salad* Milk 1% Chocolate 1% Low fat	2 slices white/wheat bread 2 oz American cheese ½ cup 1 Tbsp. ½ cup ½ cup half pint	E-19 E-21
Friday	Chicken Nuggets w/ BBQ Sauce* Breadsticks Oven Baked French Fries Pineapple Chunks Ketchup Milk 1% Chocolate 1% Low fat	5 nuggets each 1 fl oz 1 each 1 oz ½ cup 1 packet half pint	G-2

21-Day Lunch Menu Week 3

Day	Menu	Portions	USDA Recipe Number
Monday	Hamburger Patty Hamburger Bun Lettuce/Tomato Ketchup & Mustard Oven Baked French Fries Fresh Apple Slices Peach Cobbler* Milk 1% Chocolate 1% Low fat	2 oz cooked meat 1 bread serving (25 grams) 1 leaf, 2 slices 1 packet each 1 oz ½ apple each 1 serving half pint	C-13
Tuesday	Beef Tostada* Refried Beans Spanish Rice* Fresh Oranges Slices Milk 1% Chocolate 1% Low fat	2 each ¼ cup ½ cup ½ orange each half pint	D-13 B-17
Wednesday	Chicken Nuggets w/ BBQ Sauce* Fresh Wheat Roll* Carrot Sticks Canned Pears Milk 1% Chocolate 1% Low fat	5 nuggets each 1 fl oz 2 oz ½ cup ½ cup half pint	G-2 B-16c
Thursday	Cheese Pizza* Tossed Salad w/ Ranch* Fresh Grapes Breadsticks Milk 1% Chocolate 1% Low fat	1 serving (2 meat servings, ¼ cup vegetable, 1 bread serving) ½ cup 1 Tbsp. ¼ cup 1 each half pint	D-30
Friday	Macaroni and Cheese* Tossed Salad w/ Ranch* Fruit Cocktail Blueberry Muffin Milk 1% Chocolate 1% Low fat	16 oz (2 meat servings, 2 bread servings) ½ cup 1 Tbsp. ½ cup 1.8 oz (1 bread serving) half pint	D-51 E-19

21-Day Lunch Menu Week 4

Day	Menu	Portions	USDA Recipe Number
Monday	Spaghetti with Meat Sauce* Hot Garlic Bread Green Beans Chocoleana Cake* Milk 1% Chocolate 1% Low fat	$\frac{3}{4}$ cup (2 oz cooked meat, $\frac{3}{8}$ vegetable, 1 bread serving) 1 bread serving (25 grams) $\frac{1}{2}$ cup 1 serving half pint	D-35 C-31
Tuesday	Bar B Que Beef on a Roll* Corn Mashed Potatoes Peach Cobbler* Milk 1% Chocolate 1% Low fat	1 each (2 oz cooked meat, $\frac{1}{2}$ cup vegetable, 2 bread servings) $\frac{1}{4}$ cup $\frac{1}{2}$ cup 1 serving half pint	F-2 C-13
Wednesday	Chicken Pattie Hamburger Bun Lettuce & Tomato Mustard n and Green Bean Casserole* Fresh Orange Slices Milk 1% Chocolate 1% Low fat	2 oz cooked meat 1 bread serving (25 grams) 1 leaf, 2 slice 1 packet $\frac{1}{2}$ cup $\frac{1}{4}$ orange each half pint	I-19
Thursday	Chili Mac* Tossed Salad w/ Ranch* Fresh Baked Potato Crackers, Saltine Milk 1% Chocolate 1% Low fat	8 oz (2 oz cooked meat, 1 bread serving) $\frac{1}{2}$ cup 1 Tbsp. 1 each 1 bread serving (20 grams) half pint	D-20 E-19
Friday	Bean Burrito* Mixed Vegetables Pineapple Chunks Chocolate Chip Cookies* Milk 1% Chocolate 1% Low fat	1 each $\frac{1}{2}$ cup $\frac{1}{4}$ cup 1 each half pint	D-12a C-9

21-Day Lunch Menu Week 5

Day	Menu	Portions	USDA Recipe Number
Monday	Chicken Tetrazzini* Breadsticks Green Beans Fresh Apple Peach Cobbler* Milk 1% Chocolate 1% Low fat	6 oz (2 cooked meat, 1/8 vegetable, 1 bread serving) 1 each ½ cup 1 small apple 1 serving half pint	D-42 C-13
Tuesday			
Wednesday			
Thursday			
Friday			